



Bid Number: 04-X-36019

REQUEST FOR PROPOSAL FOR:

STONE, SAND & GRAVEL PICK-UP & DELIVERED

Date Issued: 10/31/03

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Cooperative Purchasing Members

TABLE OF CONTENTS

1.0 INFORMATION FOR BIDDERS	4
1.1 PURPOSE AND INTENT	4
1.2 BACKGROUND	4
1.3 KEY EVENTS	4
1.3.1 QUESTIONS AND INQUIRIES	4
1.3.1.1 QUESTION PROTOCOL	5
1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	5
1.4 ADDITIONAL INFORMATION	5
1.4.1 REVISIONS TO THIS RFP	5
1.4.2 ADDENDUM AS A PART OF THIS RFP	5
1.4.3 ISSUING OFFICE	5
1.4.4 BIDDER RESPONSIBILITY	5
1.4.5 COST LIABILITY	5
1.4.6 CONTENTS OF BID PROPOSAL	5
1.4.7 PRICE ALTERATION	6
1.4.8 JOINT VENTURE	6
2.0 DEFINITIONS	7
2.1 GENERAL DEFINITIONS	7
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK	8
3.2 COMMODITY DESCRIPTION FOR SAND AND GRAVEL	27
3.3 PROCEDURE FOR THE PICK-UP MATERIALS	27
4.0 PROPOSAL PREPARATION AND SUBMISSION	28
4.1 GENERAL	28
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	28
4.3 NUMBER OF BID PROPOSAL COPIES	28
4.4 PROPOSAL CONTENT	28
4.4.1 SECTION 1 – FORMS	29
4.4.1.1 OWNERSHIP DISCLOSURE FORM	29
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION	29
4.4.1.3 AFFIRMATIVE ACTION	29
4.4.2 SUBMITTALS	29
4.4.2.1 BIDDER DATA SHEET	29
4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE	30
4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS	30
4.4.3 COST PROPOSAL	31
4.4.4 METHOD OF BIDDING	31
5.0 CONTRACTUAL TERMS AND CONDITIONS	32
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS	32
5.2 BUSINESS REGISTRATION	32
5.3 CONTRACT TERM AND EXTENSION OPTION	32
5.4 CONTRACT TRANSITION	32
5.5 AVAILABILITY OF FUNDS	32
5.6 CONTRACT AMENDMENT	32
5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS	32
5.8 ITEMS ORDERED AND DELIVERED	33
5.9 REMEDIES FOR NON-PERFORMANCE	33
5.14 CONTRACT ACTIVITY REPORT	33
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	34
7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES	35
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM	ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 4 - COOPERATIVE PURCHASING FORM ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 5 - RECIPROCITY FORM..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 6 - TABLE 901-1 STANDARD SIZES OF COARSE AGGREGATE 36

ATTACHMENT 7 - COUNTY ZONES FOR DETERMINING BID PRICES FOR MATERIALS 37

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS 40

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE ERROR! BOOKMARK NOT DEFINED.

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Using Agencies. The purpose of this RFP is to solicit bid proposals for Stone, Sand & Gravel, for both pick-up or delivered, quantities in all twenty-one (21) counties of the State..

The intent of this RFP is to award contracts to that responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

ALTHOUGH THE STATE, WITH THE ASSENT OF THE VENDOR(S), IS MAKING THE USE OF ANY CONTRACT RESULTING FROM THIS RFP AVAILABLE TO NON-STATE AGENCIES, THE STATE MAKES NO REPRESENTATION AS TO THE ACCEPTABILITY OF ANY STATE RFP TERMS AND CONDITIONS UNDER THE LOCAL PUBLIC CONTRACTS LAW OR ANY OTHER ENABLING STATUTE OR REGULATION.

1.2 BACKGROUND

Bidder's should note that two current contracts, namely, "Stone Broken Pick-Up & Delivered" (T-0142) and "Sand and Gravel" (T0219) both due to expire December 31, 2003 are being combined into **ONE CONTRACT** namely, "Stone, Sand & Gravel Pick-Up & Delivered" (T0142). Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's Website On The World Wide Web. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Jackie Kemery**
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: <mailto:Jacqueline.kemery@treas.state.nj.us>
Phone Number: **(609) 292-4189**
Fax Number: **(609) 292-0490**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **fourteen (14) days prior to the bid opening date.** Addendum, if any, to this RFP will be distributed to all vendors sent this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed to all vendors sent this RFP.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection.

Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] or Agency[ies] - The entity[ies] for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

All the paragraph numbers listed below refer to standard Department of Transportation specifications.

SECTION 101 - GENERAL INFORMATION

101.01 GENERAL

Wherever in the specifications or other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following subsections.

When a publication is specified, it shall refer to the most recent date of issue prior to the date for the receipt of bids for the project unless the issue as of a specific date or year is provided for.

101.02 ABBREVIATIONS

Wherever the following abbreviations are used, they are to be construed the same as the respective expressions represented.

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
CIAP	CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM OF NEW JERSEY
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FSS	FEDERAL SPECIFICATIONS AND STANDARDS, GENERAL SERVICES ADMINISTRATION
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NJAC	NEW JERSEY ADMINISTRATIVE CODE
NJDOT	NEW JERSEY DEPARTMENT OF TRANSPORTATION
NJSA	NEW JERSEY STATUTES ANNOTATED
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION UNDERWRITERS' LABORATORIES
UL	UNDERWRITERS' LABORATORIES

101.03 TERMS

When the following terms are used in the contract documents, the intent and meaning shall be as follows:

CONTRACT DOCUMENTS

The term "contract documents" include: advertisement for proposal, bid proposal, award of contract, executed form of contract, bid security bond, performance bond, specifications, plans, addenda, standard terms and conditions, affirmative action, affirmative action affidavit, affirmative action employee information report, stockholder disclosure, attachments, price sheet, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids. All of which are to be treated as one instrument whether or not set forth at length in the form of contract.

DAYS

Unless otherwise designated, days as used in the contract documents means calendar days.

DEPARTMENT

The term "department" means the Department of Transportation of the State of New Jersey, as created by law.

DEPARTMENT LABORATORY

The term "department laboratory" means the main testing laboratory of the department located at 930 Lower Ferry Road, Trenton, New Jersey 08625 or such other laboratory as the department may designate.

ENGINEER

The term "engineer" means the state transportation engineer, as

Created by law, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them. Note: in order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "to the engineer" or "by the engineer": "acceptable, accepted, added, allowed, applied, approved, assumed, authorized, awarded, calculated, charged, checked, classified, computed, condemned, conducted, considered, considered necessary, contemplated, converted, deducted, deemed, deemed necessary, deleted, designated, determined, directed, disapproved, divided, documented, established, evaluated, examined, excluded, furnished, given, granted, included, incorporated, increased, indicated, Inspected, insufficient, issued, made, marked, measured, modified, monitored, notified, observed, obtained, opened, ordered, paid, paid for, performed, permitted, provided, received, recorded, reduced, re-evaluated, rejected, removed, required, reserved, retested, returned, sampled, satisfactory, scheduled, specified, stopped, submitted, sufficient, suitable, supplied, suspended, taken, tested, unacceptable, unsatisfactory, unsuitable or used".

INSPECTOR

The engineer's authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the site of the project.

MATERIALS QUESTIONNAIRE

The specified forms on which the contractor shall notify the engineer of the sources of materials he expects to use.

PROJECT

The specific sections of the highway or other public improvement together with all appurtenances and construction to be performed thereon under the contract. The necessary work of providing the various materials and services in combination or individually and performing the work in order to obtain the product required under the terms of this contract. The project may include work by others under other contracts.

SPECIFICATIONS

The term "specifications" means the directions, provisions and requirements giving interpretations of the work to be performed under this contract.

STATE BUSINESS DAY

A calendar day, exclusive of Saturdays, Sundays, state recognized legal holidays, and such other holidays or state office closings as declared by the governor.

WORKING DAY

Any calendar day, exclusive of Saturdays, Sundays and state holidays.

104.01 INTENT OF CONTRACT

The intent of the contract is to obtain timely quantities of broken stone in various gradations. This contract will establish pricing for both F.O.B. pickup of material from contractor(s) pit location(s) and delivered quantities to all zone locations within the twenty-one (21) counties of the state.

Please list below your quarry or pit location:

LOCATION #1 STREET: _____

ADDRESS: _____

LOCATION #2 STREET: _____

ADDRESS: _____

SECTION 105 - CONTROL OF WORK

105.01 AUTHORITY OF THE ENGINEER

The engineer will decide all questions which may arise as to the quality and acceptability of materials furnished.

105.05 CONFORMITY WITH CONTRACT DOCUMENTS

All materials furnished shall be in conformity with the material requirements, including tolerances, if any, shown in the contract documents.

In the event the engineer finds the materials or the finished product in which the materials are used, or the work performed are not in conformity with the specifications, and have resulted in any inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at no cost to the state.

105.13 DUTIES OF THE INSPECTOR

Inspectors employed by the department will be authorized by the engineer to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, or manufacture of the materials to be used.

105.14 INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the engineer. The engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. When the engineer is in or about the premises above referred to in the course of his employment, he is deemed conclusively to be an invitee of the contractor. If the contractor is not the owner of the place where preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation assumed hereunder. The contractor or his agent shall be responsible for the payment of claims for injuries to the engineer due to negligence on the part of the said contractor or his agent.

The engineer may order any materials obtained without his supervision or inspection to be removed and replaced at the contractor's expense. Also, should the materials obtained prove unacceptable, the removal and replacement of such materials will be at the contractor's expense.

The contractor is responsible for carrying out the provisions of the contract at all times and for control of the quality of the materials regardless of whether an authorized inspector is present or

not. This obligation to provide the required materials in accordance with the contract documents is not relieved by the

Observations of the engineer in the administration of the contract, nor by inspections, tests, or approvals by others. Materials not meeting the contract requirements shall be made good and unsuitable materials may be rejected, notwithstanding that such materials had been previously inspected and approved by the department or that payment therefore has been included in a monthly invoice.

105.17 LOAD RESTRICTIONS

The department will monitor the contractor's observance of legal load limits in accordance with the following:

For trucks with weigh tickets, a certified weigh ticket shall be furnished with each load.

If the required certified weigh ticket accompanying a delivery indicates the truck's gross weight exceeds its GVWR displayed, the department representative may refuse receipt of the entire truckload delivery. No compensation will be paid to the contractor for any material delivered, but not received, on any truck exceeding its GVWR.

105.18 AUTOMATICALLY CONTROLLED EQUIPMENT

Whenever the equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods only for the remainder of the working day on which the breakdown or malfunction occurs, provided this method of operation produces results which otherwise meet the specifications.

SECTION 106 - CONTROL OF MATERIALS

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All materials to be furnished by the contractor shall unless otherwise specifically prescribed in the RFP conform to the requirements of the RFP and shall be from approved sources. Only materials, which have been approved by the engineer, shall be used.

Promptly after the execution of the contract, the engineer shall be notified on materials questionnaire forms furnished by the department, of the sources of materials expected to be used during the 6 month period thereafter. Such notice shall be received by the engineer no later than 10 days prior to the shipment of materials from a previously approved source and no later than 30 days prior to the shipment of materials from a source not previously approved, except that, with the engineer's consent, shipments of materials from approved stocks may be permitted to be made 3 days after notice to the engineer.

Within 12 hours after receiving a shipment of materials, the engineer shall be notified of the quantity and location thereof.

In any item, the sources, brands or types of materials shall not be changed without the consent of the engineer. Request for such changes shall be filed with the engineer the number of days in advance of such changes as required above.

The foregoing provisions shall apply with regard to requests by subcontractors for the sources of the materials they propose to use, such requests to be submitted through the contractor.

The notice provisions of this subsection shall not be so construed as to relieve the contractor of his obligation to ensure that all materials required shall be available at the time and place as set forth in subsection 108.10 is met. If any doubt exists as to the timely availability of a material, the

engineer shall be immediately informed, in writing, of the potential problem and of the action to be taken to guaranty the availability of such materials.

Stockpiles of materials whose availability is or may be problematical shall be established at an early date.

106.03 MATERIALS, INSPECTIONS, TESTS AND SAMPLES

After notification of bid award and prior to shipment of the material, the contractor shall contact the chief, Bureau of Materials, 930 Lower Ferry Road, Trenton, New Jersey 08625, Telephone: 609-530-2317, to arrange for inspection and testing of the material. Only material which clearly exhibits the appropriate stamp or has obtained the necessary approvals of the department for approved material will be accepted upon delivery except that material which will be sampled after delivery will be accepted conditionally pending satisfactory results of the required tests.

All materials being used are subject to inspection, testing or rejection at any time. A representative of the department will take samples. Results of tests, made with the department laboratory's apparatus and conforming to the requirements specified in the prescribed methods of tests, are official.

Copies of test results will be furnished upon request.

Testing will be performed in accordance with AASHTO or ASTM methods of tests or in accordance with specified departmental test methods as described in section 990.

Except as otherwise provided, all materials will be tested at the expense of the state.

The required number of samples and rate of sampling or certifications of compliance for the various materials are as specified in the respective methods of test or in the subsections applicable to that particular material or pay item.

The state reserves the right to reject any material not complying with the requirements set forth in this specification. If the material fails to comply with the requirements, it shall be removed and replaced by the contractor, at no cost to the state, with material complying with the requirements set forth herein.

106.05 PLANT INSPECTION

The engineer may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken the following conditions shall be met:

1. The engineer will have the cooperation and assistance of the contractor and the producer with whom he contracted for materials.
2. The engineer will have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
3. If required by the engineer, the contractor shall arrange for approved office space for the use of the inspector; such space to be located conveniently in or near the plant.
4. Adequate safety measures shall be provided and maintained. It is understood that the department reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of the contract documents.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.10 SANITARY, HEALTH, AND SAFETY PROVISIONS

The contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for state field offices and materials field laboratory as may be necessary to comply with the requirements of the state and local health departments, or of other bodies or tribunals having jurisdiction.

The contractor shall observe all rules and regulations of the Federal, State, and Local Health Officials. Attention is directed to Federal, State and Local Laws, Rules and Regulations concerning construction safety and health standards. The contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety.

The contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of the occupational safety and health administration or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The contractor shall make available to the contractors' employees, subcontractors, the engineer and the public all information pursuant to OSHA 29 CFR part 1926.59 of the hazard communication standard 29 CFR 1910.1200 and shall also maintain a file on each job site containing all material safety data sheets (MSDS) for products in use at the project. These material safety data sheets shall be made available to the engineer upon request.

107.11 PUBLIC CONVENIENCE AND SAFETY

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the State Department of Labor and Industry, shall be observed.

SECTION 108 - PROSECUTION AND PROGRESS

108.10 TIME OF COMPLETION

The contract duration as specified in the proposal shall be the period that orders may be submitted for the receipt of material. The contractor will be required to provide all ordered materials after expiration of the contract provided an order for the item(s) was submitted prior to the expiration date.

SECTION 109 - MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

Measurements will be made in accordance with United States standard measure.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

All materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the engineer.

Platform truck scales shall be direct-reading, cabinet dial type or an electronic load cell with a visual indicating device capable of automatically printing both gross and tare weights and time and date on the delivery ticket. The time and date may be printed automatically by a time clock each time the truck passes over the scale. The scales shall be equipped with a motion detection device or a time delay relay, which prevents printing the weight on the delivery ticket until the scale is fully at rest. Tare beams must be removed or permanently locked in place.

The approaches to the scale at both ends shall have a level grade at the same elevation as the platform. The scale cabinet and dial and the mechanical weight recorder shall be housed in a suitable shelter, furnished with adequate heat and light.

The scale shall have a manufacturer's rating equal to or greater than the maximum gross load being weighed. The accuracy shall be within the tolerances permitted by the New Jersey Department of Law and Public Safety, office of weights and measures, and shall conform to the requirements of the national bureau of standards handbook 44. Scales shall be tested annually and certified by the Office of Weights and Measures, New Jersey Department of Law and Public Safety, or a municipal weights and measures agency.

Scales or slave systems shall be so located that they are plainly visible to the plant operator at all times.

The graduation of scales used in weighing amounts of broken stone less than 5,000 pounds shall not be greater than 5 pounds; for amounts from 5,000 to 10,000 pounds, not greater than 10 pounds; and for amounts in excess of 10,000 pounds, not greater than 0.1 percent of the capacity of the scales.

When directed, checks shall be made to verify the accuracy of the scales within the normal weighing range and to assure that the interlocking devices and automatic recordation equipment are functioning properly. At least ten 50-pound standard weights shall be provided for testing all scales. For each scale, a suitable cradle or platform shall be provided for applying the test load so that the load may be uniformly distributed. The test weights shall be kept clean and stored at the plant.

Scales overweighing (indicating more than true weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of one percent.

In the event inspection reveals the scales have been under weighing, they shall be adjusted and no additional payment to the contractor will be allowed for materials previously weighed and recorded.

109.02 SCOPE OF PAYMENT

The contractor shall receive and accept the compensation provided for in the contract as full payment for furnishing all labor, materials, tools, equipment, proper loading of trucks and for delivered material, proper unloading where directed, and incidentals necessary to provide acceptable various gradations of broken stone material as offered in this bid proposal; also, except where specifically provided elsewhere in the contract documents for all risk, loss, damage, or expense of whatever character arising out of the nature of producing, stockpiling, or transporting of various gradations of stone, sand and gravel or the prosecution thereof, or for any unforeseen difficulties which may be encountered during the prosecution of the required work under this contract.

PRICE LINES FOR PICK-UP OF MATERIALS

The various gradations of broken stone, sand and gravel items listed as price lines 00001 through 00038 in the bid proposal requires a F.O.B. pit price per ton, for pick-up of material by the Using Agency from contractor's pit location.

PRICE LINES FOR F.O.B. DELIVERY OF MATERIAL BY COUNTY & ZONE:

County	Price Lines for Broken Stone	Price Line for Sand & Gravel
Atlantic - Zone 1	00039-00064	00065-00076
Atlantic - Zone 2	00077-00102	00103-00114
Atlantic - Zone 3	00115-00140	00141-00151
Bergen - Zone 1	00152-00177	00178-00189
Burlington - Zone 1	00190-00215	00216-00227
Burlington - Zone 2	00228-00253	00254-00265
Burlington - Zone 3	00266-00291	00292-00303
Burlington - Zone 4	00304-00329	00330-00341
Camden - Zone 1	00342-00367	00368-00379
Camden - Zone 2	00380-00405	00406-00417
Cape May - Zone 1	00418-00447	00448-00455
Cape May - Zone 2	00456-00481	00482-00493
Cumberland - Zone 1	00494-00519	00520-00531
Cumberland - Zone 2	00532-00557	00558-00569
Essex - Zone 1	00570-00595	00596-00607
Gloucester - Zone 1	00608-00633	00634-00645
Gloucester - Zone 2	00646-00671	00672-00683
Hudson - Zone 1	00684-00709	00710-00721
Hunterdon - Zone 1	00722-00747	00748-00759
Hunterdon - Zone 2	00760-00786	00787-00798
Mercer - Zone 1	00799-00824	00825-00836
Mercer - Zone 2	00837-00862	00863-00874
Middlesex - Zone 1	00875-00900	00901-00912
Middlesex - Zone 2	00913-00938	00939-00950
Monmouth - Zone 1	00951-00976	00977-00988
Monmouth - Zone 2	00989-01014	01015-01026
Morris - Zone 1	01027-01052	01053-01064
Morris - Zone 2	01065-01090	01091-01102
Ocean - Zone 1	01103-01128	01129-01140
Ocean - Zone 2	01141-01166	01167-01178
Passaic - Zone 1	01179-01204	01205-01216
Passaic - Zone 2	01217-01242	01243-01254
Salem - Zone 1	01255-01280	01281-01292
Salem - Zone 2	01293-01318	01319-1330
Somerset - Zone 1	01331-01356	01357-01368
Somerset - Zone 2	01369-01394	01395-01406
Sussex - Zone 1	01407-01432	01433-01444
Sussex - Zone 2	01445-01470	01471-01482
Union - Zone 1	01483-01508	01509-01520
Warren - Zone 1	01521-01546	01547-01558
Warren - Zone 2	01559-01584	01585-01596

All above price lines are for delivered material, by county and zone. The bid proposal requires a per ton price for each price line.

COMPENSATION

METHOD OF MEASUREMENT

The various gradations of broken stone will be measured by the ton excluding wasted material. The tonnage will be determined by one of the following methods:

A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it departed from the plant. Time and date may be printed automatically by a time clock. However, the net weight must be documented on each delivery ticket by a certified weighmaster. Fully automatic scales that print gross, tare and net weights are acceptable if the system is of an approved type in accordance with the requirements of the Department and The Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weighmaster shall be affixed to each weigh ticket.

Automatic truck scale weighing devices must be approved and certified by the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety.

In the event of a breakdown of the automatic printing system, weigh tickets showing the gross, tare and net weight of each truck, as entered and certified by a weighmaster, will be accepted for a period not exceeding the necessary repair time as certified by a licensed repairman.

A weigh ticket shall be furnished to the department's representative for each truckload. Material will not be accepted unless accompanied by a weigh ticket, which shall be legible and clearly indicate the receiving party or title of the project for which delivery is intended, the time and date, truck number, lot number and mix number of material being furnished, the individual batch weights and the total net weight in each truck load.

SHIPMENT AND DELIVERIES

The contractor will notify the Supervisor of Materials, at the New Jersey Department of Transportation offices located at 1035 Parkway Avenue, Trenton, New Jersey 08625 telephone: 609-530-3713, a minimum of 48 hours in advance of any shipment.

Deliveries must be arranged to be made between the hours of 8:00 a.m. and 3:00 p.m., on any state business day. No deliveries will be accepted after 3:00 p.m. except if extreme stock shortages exist which require immediate deliveries, then other pre-arranged scheduled delivery times may be established.

In the event deliveries are not received within five (5) days after notification, the Director may authorize the department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

F.O.B. PLANT

A sufficient stockpile quantity of the various gradation of broken stone, sand and gravel specified in this RFP must be maintained at the contractor's plant site to meet the department's expected demand. If demand should exceed seventy-five (75) tons on any single day the contractor is expected to replenish the stockpile or provide material to meet the required demand within twenty-four (24) hours.

The department reserves the right to pick-up material on state business days during normal working hours (8:00 a.m. to 4:30 p.m.) or during such other extended hours within the normal hours access to the contractor's facilities is available.

The Department of Transportation will not request delivery of any materials awarded on an F.O.B. plant basis while the plant of the contractor is not normally in operation.

BASIS OF PAYMENT

Payment will be made under:

PAY ITEM	PAY UNIT
"VARIOUS GRADATION OF STONE BLENDS, SAND & GRAVEL AS SPECIFIED IN THE BID PROPOSAL - DELIVERED"	TON
"VARIOUS GRADATIONS OF STONE BLEND, SAND & GRAVEL AS SPECIFIED IN THE BID PROPOSAL - F.O.B. PLANT" (PICK-UP)	TON

SECTION 901 - AGGREGATES

901.01 GENERAL

Aggregates from a single source shall be used in any one item unless otherwise authorized.

Gradations of aggregates in the various tables of this and other sections are the percentages passing by weight.

901.02 STOCKPILES

The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well-drained and cleared of foreign materials.

Stockpiles shall be of sufficient size to provide for a minimum of one day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete and shall be constructed by placing the aggregates in layers not more than one (1) meter thick.

Aggregates from the haulway areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles.

Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is placed between the different materials. Aggregates of different gradings and from different sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has a uniform moisture content.

Steel tracked equipment will not be permitted on the stockpiles.

901.03 COARSE AGGREGATE

Coarse aggregate shall be broken stone, washed gravel, blast furnace slag and boiler slag conforming to sections 901.04, 901.05, 901.06 and 901.07 and shall be graded as shown in subsection 901.20, table 901-1 ([Attachment 8](#)).

The gradation shall be determined in accordance with A.A.S.H.T.O. designation t-27.

The moisture content of the broken stone top course shoulder aggregate shall not exceed 8 percent when delivered to the site(s) designated in the proposal.

CORE STONE

Core stone shall be well graded 4" to 12" size hard, durable and clean processed broken stone.

901.04 BROKEN STONE

The broken stone shall be uniform in texture and quality, and shall conform to subsections 901.01, 901.02 and 901.03 and to the following quality requirements:

	MAXIMUM PERCENT
WEATHERED AND DECOMPOSED STONE	5
BROKEN STONE OTHER THAN THAT CLASSIFICATION APPROVED FOR USE	5
FLAT OR ELONGATED PIECES FOR GRADED MATERIAL NO. 57 & LARGER (LENGTH GREATER THAN 4 TIMES MAXIMUM THICKNESS OR WIDTH)	7
ABSORPTION IN COLD WATER	
NO. 8 AND LARGER	1.7
NOS. 89 AND 9	1.8
SODIUM SULFATE SOUNDNESS, LOSS LEDGE ROCK	10
GRADED SIZES	10
ADHERENT FINES IN COARSE AGGREGATES	
HMA	1.5
PORTLAND CEMENT CONCRETE	1.0
THE PERCENT OF WEAR (LOS ANGELES TEST) SHALL BE AS FOLLOWS FOR VARIOUS USES:	
HMA SURFACE COARSE	40
HMA INTERMEDIATE COARSE	45
CONCRETE SURFACE COURSE AND BRIDGE DECKS	40
CONCRETE, OTHER	50
DENSE-GRADED AGGREGATE BASE COURSE	50

The geologic classifications are as follows:

1. Argillite shall mean a thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz and feldspar or the fine grained thermal recrystallization products of this assemblage (hornfels). It shall be bedded thickly enough so as not to break into thin pieces at planes of stratification.
2. Carbonate rock shall mean a thoroughly indurated and cohesive rock composed predominantly of calcite and dolomite bedded thickly enough so as not to break into thin pieces at planes of stratification. Mineral insoluble in hot hydrochloric acid shall be discrete grains of quartz, clay and mica.
3. Gneiss shall mean a metamorphic rock consisting principally of quartz and feldspar. It shall have a dense structure and shall not break into thin pieces at lines of stratification and shall have a uniform distribution of minerals.
4. Granite shall mean an equigranular or porphyritic igneous rock consisting principally of quartz and feldspar. It shall be of medium or fine grain texture.

5. Quartzite shall mean a metamorphic rock composed principally of quartz. It shall be quarried so that only the non-arkosic, uniformly compacted quartzites are included in the graded products, and shall not be schistose in structure.
6. Trap rock shall mean either basalt or diabase. It shall have a uniform distribution of constituent minerals.

901.05 WASHED GRAVEL

Washed gravel shall be either crushed or uncrushed as specified. The gravel shall conform to subsections 901.01, 901.02 and 901.03 and to the following quality requirements:

	PERCENT
SODIUM SULFATE SOUNDNESS, LOSS	10 MAXIMUM
SOFT PARTICLES AS DETERMINED BY SCRATCH HARDNESS TEST (SEE NOTE)	5 MAXIMUM
ABSORPTION IN COLD WATER NO. 8 SIZE AND LARGER	1.7 MAXIMUM
NOS. 89 AND 9	1.8 MAXIMUM
CLAY LUMPS, ORGANIC MATERIAL, COAL AND OTHER FOREIGN OR DELETERIOUS MATTER (PERCENT BY WEIGHT OR VOLUME WHICHEVER IS GREATER)	0.5 MAXIMUM
CHLORIDE CONTANT	0.06 MAXIMUM
CRUSHED GRAVEL MATERIAL WITH AT LEAST ONE FRACTURED FACE (NICKED GRAVEL WILL NOT BE CONSIDERED CRUSHED)	60 MINIMUM
ADHERENT FINES IN COARSE AGREGATES	
HMA	1.5 MAXIMUM
PORTLAND CEMENT CONCRETE	1.0 MAXIMUM

The percent of wear determined in accordance with the Los Angeles test shall be as specified for the various uses, except that the percent maximum loss for quartz gravel shall be 50 percent.

Quartz gravel shall mean a material composed of natural pebbles of which the overwhelming majority are coarsely crystalline quartz. The individual crystals within each pebble shall be intergrown into a tenacious, nonporous, interlocking texture, which fractures as a single unit.

NOTE: WHEN THE SODIUM SULFATE SOUNDNESS AND SCRATCH HARDNESS TESTS TOTAL 10 PERCENT OR MORE, A PETROGRAPHIC ANALYSIS WILL BE MADE TO DETERMINE THE AMOUNT OF UNSOUND AND WEATHERED MATERIAL. UNSOUND AND WEATHERED MATERIALS SHALL NOT BE MORE THAN TEN (10) PERCENT BY WEIGHT.

901.06 BLAST FURNACE SLAG

Blast furnace slag shall be the air-cooled residue resulting from the production of pig iron and shall consist of tough, durable, angular fragments uniform in density, absorption, quality, and shall be free from flux stone, dirt or other objectionable material. The slag shall conform to subsections 901.01, 901.02 and 901.03 and to the following quality requirements:

Weight per cubic meter (loose measure), pound	...	60 minimum
Percentage of wear (Los Angeles test)	50 maximum
Sulfur, percentage by weight	2 maximum

Blast furnace slag used as dense graded aggregate material, the gradation and percentage of wear shall be as specified for that item.

901.07 BOILER SLAG

Boiler slag shall be the fused water-cooled residue from the combustion of pulverized or powdered coal used in electric generating plants or from refuse incinerating plants, the color of which shall be black or nearly black. The gradation of boiler slag shall conform to size no. 10.

The boiler slag shall conform to subsections 901.01, 901.02, and 901.03 and the following quality requirements:

Weight per cubic meter (loose measure), pounds	85 minimum
Specific gravity (bulk).....	2.80 minimum
Absorption in cold water, percent	1.20 maximum
Percentage of wear (Los Angeles test)	50 maximum

901.08 DENSE GRADED AGGREGATE

Dense graded aggregate shall consist of broken stone conforming to subsection 901.04, crushed gravel conforming to subsection 901.05 or blast furnace slag conforming to subsection 901.06 except that at least 90 percent of all fragments shall contain at least one face resulting from fracture, and shall conform to the following requirements and gradation:

The moisture content of dense graded aggregate immediately prior to loading shall not exceed 8 percent based on dry weight.

SIEVE SIZE	PERCENT
1 1/2 INCH	100
3/4 INCH	55-90
NO. 4	25-60
NO. 50	5-25
NO. 200	3-12

When tested in accordance with AASHTO T 90, the portion passing The N040 sieve shall be non-plastic.

Dense graded aggregate may be produced from recycled concrete aggregate which shall conform to the gradation and plasticity requirements above and to the following:

1. COMPOSITION

PERCENT BY WEIGHT

	MINIMUM	MAXIMUM
PORTLAND CEMENT CONCRETE	90 (NOTE 1)	
BITUMINOUS CONCRETE		10 (NOTE 2)
BRICK, MICA, SCHIST AND OTHER FRIABLE MATERIAL		4 (NOTE 2)
WOOD		0.1 (NOTE 2)

NOTE 1 - IN ORDER TO MEET THE MINIMUM REQUIREMENT, BROKEN STONE, CRUSHED GRAVEL OR CRUSHED VITREOUS CHINA MAY BE ADDED. BROKEN STONE SHALL CONFORM TO SUBSECTION 901.04. CRUSHED GRAVEL SHALL CONFORM TO

SUBSECTION 901.05 EXCEPT THAT IT NEED NOT BE WASHED. CRUSHED VITREOUS CHINA SHALL CONFORM TO THE REQUIREMENTS FOR RESISTANCE TO ABRASION AND SOUNDNESS LISTED IN THIS SECTION.

NOTE 2 - THE PERCENT SHALL BE DETERMINED BY SEPARATING THE MATERIAL RETAINED ON THE NO 4 SIEVE AND EXPRESSING THAT AMOUNT AS A PERCENTAGE OF THE TOTAL WEIGHT OF MATERIAL RETAINED ON THE NO 4 SIEVE.

2. Resistance to abrasion. The loss shall not exceed 50 percent when tested in accordance with AASHTO T96 (Los Angeles machine).
3. Soundness. The loss shall not exceed 15.0 percent when tested in accordance with AASHTO T 104 by the use of sodium sulfate.
4. Prior to use, test results certifying compliance to the above requirements shall be submitted to and verified by the department laboratory.
5. A quality control plan shall also be submitted for approval and shall include the following:
 - a. The assignment of quality control responsibility to specifically named individuals.
 - b. Performance of regularly scheduled inspection procedures including inspection of the source concrete for the recycled concrete aggregate.
 - c. Provisions for the prompt implementation of control and corrective measures.
 - d. Provisions for liaison with the engineer at all times.
 - e. Performance of necessary quality control tests.

The quality control procedure shall include performance of the following tests while stockpiles of recycled concrete aggregate are being produced:

- (1.) Gradation. Testing in accordance with AASHTO T 27 and T 11 shall be performed at least once a day.
- (2.) Composition. Continuous visual inspection and removal of objectionable material to ensure compliance.
- (3.) Soundness of aggregate in accordance with AASHTO T 104 and resistance to degradation in accordance with AASHTO T 96 shall be performed a minimum of once every two (2) weeks.

907.16 RIPRAP STONES

Riprap stones shall consist of a uniformly graded mixture of rock conforming to subsection 901.04, such that 50 percent of the mixture by weight shall be equal to or larger than the designated median stone (d50) size. The well-graded mixture shall be composed primarily of the larger stone sizes, but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be 1.5 times the d50 stone size.

901.19 SAMPLING

Sampling will be performed in accordance with the following:

Aggregates:**Coarse, size no.**

1	150 pounds for each 1000 tons
2 & 24	100 pounds for each 1000 tons
3 & 357	90 pounds for each 1000 tons
4 & 467	70 pounds for each 1000 tons
5, 56 & 57	50 pounds for each 500 tons
6, 67 & 68	30 pounds for each 500 tons
7 & 78	20 pounds for each 250 tons
8, 89, 9 & 1	10 pounds for each 250 tons

Dense graded in accordance with AASHTO T 2 for each 500 cubic yards

Rubble stones subject to test and inspection prior to shipment

901.19 SAMPLING AND TESTING METHODS

Sampling and testing will be performed in accordance with the following:

AASHTO

T 2	SAMPLING AGGREGATES
T 11	AMOUNT OF MATERIAL FINER THAN 75-MM SIEVE IN AGGREGATE
T-19	UNIT WEIGHT AND VOIDS IN AGGREGATE
T-21	ORGANIC IMPURITIES IN SANDS FOR CONCRETE
T 27	SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES
T-37	SIEVE ANALYSIS OF MINERAL FILLER
T 84	SPECIFIC GRAVITY AND ABSORPTION OF FINE AGGREGATE
T 85	SPECIFIC GRAVITY AND ABSORPTION OF COARSE AGGREGATE
T 96	RESISTANCE TO ABRASION OF SMALL SIZE COARSE AGGREGATE BY USE OF THE LOS ANGELES MACHINE
T 104	SOUNDNESS OF AGGREGATE BY USE OF SODIUM SULFATE OR MAGNESIUM SULFATE
T 112	CLAY LUMPS AND FRIABLE PARTICLES IN AGGREGATE
T 113	LIGHTWEIGHT PIECES IN AGGREGATE

NJDOT

A-2	DETERMINATION OF REFLECTANCE VALUE OF AGGREGATES
A-3	DETERMINATION OF PERCENTAGE OF MICA IN FINE AGGREGATE
A-4	DETERMINATION OF PERCENTAGE OF CARBONATES IN CRUSHED GRAVEL BY PETROGRAPHIC ANALYSIS
A-5	DETERMINATION OF PERCENTAGE OF ADHERENT FINES PRESENT IN COARSE AGGREGATE
A-7	RAPIDLY DETERMINING THE BREAKDOWN IN SIZES OF DENSE GRADED AGGREGATE AND SOIL AGGREGATES
A-8	SCRATCH HARDNESS TEST FOR COARSE AGGREGATE PARTICLES

SECTION 990 - METHODS OF TESTS

This section consists of the following NJDOT methods of tests, which have been adopted and are used by the department.

A-3 determination of percentage of mica in fine aggregate

A. SCOPE

This method of test is used to determine the mica content of fine aggregate.

B. APPARATUS

The apparatus will consist of the following:

1. Square opening no 10 and no 200 sieves conforming to ASTM e 11.
2. Balances for fine aggregate having a minimum capacity of 500 grams, sensitive to 0.1 gram or less. The analytical balances used in the mica determination will have a capacity of not more than 200 grams, sensitive to 0.1 milligram.
3. Ionizing brush, 3 inch length, equipped with a polonium ionizer built in the ferrule of the brush which is an alpha emitter and immediately neutralizes any surface in close proximity freeing it of static electricity.
4. Microscope, wide field, low power magnification 20x, working distance 71 mm (2.795 inches), field area 12.6 mm (0.496 inches).
5. Rubber-edged scraping blade with metal stem rubber edge approximately 4 inches in length.
6. Roundometer as described in astm d 1155.

C. SELECTION OF SAMPLE

Sample as received in the laboratory will be taken from representative sample of field stockpile. Fine aggregate will be graded in conformance with current standard gradation specifications for the fine aggregate under test. A representative air-dried sample will be split to approximately 25 grams. The sample shall be representative of material passed through a no. 10 mesh sieve and retained on a no. 200 mesh sieve. The 25 gram sample will then be kept in a friction top can until ready for test. This sample will be further reduced to two representative 1-gram samples, both of which will be tested for mica content.

D. PROCEDURE

Weigh two 1 gram samples from the 25 gram sample on an analytical balance. Brush surface of vibrating glass panel with ionizing bush (see note). Adjust the height of slope of the glass panel to 1 3/4 inches. Set the vibrator amplitude control at such a position those flat particles on the upper half of the panel will move slowly up the slope, while the fine aggregate rolls down. Pour the sample slowly onto the vibrating glass panel at such a rate that no bunching occurs. While the flat particles are moving toward the upper end of the panel, scrape mica particles into suitable receiver. Repeat this procedure until microscopic examination of each separation shows that 95 percent or more of the mica has been removed. Weigh the mica collected. Both 1-gram samples are to be tested.

NOTE: IF MICA ADHERES TO THE GLASS PANEL DURING THE TEST, INDICATING STATIC ELECTRICITY, CLEAN THE PANEL AND THE BRUSH WITH IONIZING BRUSH.

E. CALCULATION

WEIGHT OF MICA IN GRAMS X 100 PERCENT OF MICA = WEIGHT OF SAMPLE

F. REPORT

Report results of the test to the nearest 0.1 percent. The average of the results of the two samples tested will be reported.

A-4 determination of percentage of carbonates in crushed gravel by petrographic analysis

A. SCOPE

This method of test is used for the visual determination of rock types and deleterious material in coarse aggregates.

B. APPARATUS

The apparatus will be as follows:

1. Binocular microscope.
2. Dilute hydrochloric acid.
3. Scale accurate to + or - 0.1 gram
4. Geology or mason hammer or other cracking implement and a steel striking plate.
5. Penknife, screwdriver or similar scratching device.

C. PETROGRAPHER

The examiner will have a degree in geology or will be a trained technician with a general background in geology and a specific background in petrology.

D. SAMPLE PREPARATION

A sample of approximately 35 pounds will be split and screened to produce a representative sample of 300 grams of plus 4 material for aggregate sizes no. 3 through no. 5, 1000 grams of plus 4 material for aggregate sizes no. 56 through no. 68, and 500 grams of plus 8 material for aggregate sizes no. 7 through no. 9. The samples will then be washed to remove any coating which would make particle examination difficult.

E. PROCEDURE

The prepared sample will be divided into rock types as defined in ASTM C 294. This will be done by visual examination with the aid of the binocular microscope, dilute HCl, and cracking and scratching implements. The resulting groups will be weighed to the nearest gram and calculated as a percent of the whole.

Deleterious material samples will be examined for weathered and leached, porous, friable, fractured, altered or otherwise unsound particles. Pieces affected by such conditions to the degree that their performance may be impaired will be sorted out, weighed, and calculated as a percent of the whole.

Since this is a subjective determination, the following guidelines will be used in determining if particles are weathered and unsound:

1. Can be broken into several pieces by a light hammer tap.
2. Show more than superficial oxidation or alteration of feldspars.
3. Are visibly porous.
4. Show numerous microfractures or cleavage planes.
5. Are of abnormal coloration.

Particles which are as outlined above should be considered worthy of close examination.

F. REPORT

Report will contain the percentage by weight of individual rock types, as defined in ASTM C 294, and percentage by weight of deleterious material, which will be reported as weathered and unsound.

A-5 Determination of percentage of adherent fines present in coarse aggregate

A. SCOPE

This method of test is used to determine the percentage of adherent fines present in coarse aggregates.

B. APPARATUS

The apparatus will be in accordance with AASHTO T 11.

C. SAMPLE

The sample for the test will conform to AASHTO T 11.

D. PROCEDURE

The test sample will be dried to constant mass at a temperature of $230 \pm 9^\circ\text{F}$ ($110 \pm 5^\circ\text{C}$) and weighed to the nearest 0.1 percent. The sample will be sieved, for a period not to exceed 1 minute, over a 1.18 millimeter sieve. The material passing the 1.18 millimeter sieve will be considered nonadherent fines. The remaining material will then be tested in accordance with AASHTO T 11 and that material determined to be finer than the no. 200 sieve will be considered adherent fines.

5. Report. The report will include the amount of nonadherent fines computed as a percentage of the total mass of the sample and the amount of adherent fines computed as a percentage of the total mass of the sample.

A-8 Scratch hardness test for coarse aggregate particles

A. SCOPE

This method of test is used to determine the quantity of soft particles in coarse aggregates on the basis of scratch hardness. It is intended to be used to identify materials that are soft including those which are so poorly bonded that the separate particles in the piece are easily detached from the mass. The test is not intended to identify other types of deleterious materials, which may be designated separately in the specifications.

The scratch hardness test should be made on a freshly broken surface of the aggregate particle. If the particle contains more than one type of rock and is partly hard and partly soft, it should be classified as soft only if the soft portion is one third or more of the volume of the particle.

Scratch hardness test may be made on the exposed surface of a particle provided consideration is given to softening of the surface due to weathering. A particle with a thin, soft and weathered surface and a hard core should normally be classified as soft.

B. APPARATUS

Apparatus will be a brass rod, 1/16 inch (1.6 mm) in diameter, with a rounded point, mounted in a device so that a load of 2 ± 0.1 pounds (8.9 plus or minus 0.4 Newtons) is applied to the specimen tested. The brass rod will be of suitable hardness so that when filed to a sharp point, it will

scratch a copper penny (U.S. Lincoln design), but fail to scratch a nickel (U.S. Jefferson design). For use in the field, the brass rod of the specified size and hardness may be mounted into the wooden shaft of an ordinary lead pencil. A suitable design for the scratch hardness apparatus is on file in the department laboratory.

C. PREPARATION OF SAMPLE

Coarse aggregate for the test will consist of material from which the sizes finer than the 9.5 millimeter sieve have been removed. The sample tested will be of such size that it will yield not less than the amounts of the different sizes prescribed in table 1 which will be available in amounts of ten (10) percent or more.

TABLE 1

MINIMUM SIZE OF SAMPLE TO BE TESTED

(SQUARE OPENING SIEVES)

SIEVE SIZE (MILIMETERS)	SIEVE SIZE (INCHES)	SAMPLE MASS (GRAMS)
9.5 TO 12.5	3/8 TO 1/2	200
12.5 TO 19.0	1/2 TO 3/4	600
19.0 TO 25.0	3/4 TO 1	1500
25.0 TO 37.5	1 TO 1 1/2	4500
37.5 TO 50.0	1 1/2 TO 2	12000

Should the sample contain less than 10 percent of any of the sizes prescribed in table 1 above, that size will not be tested but, for the purpose of calculating the test results, it will be considered as containing the same percentage of soft particles as the average of the next larger and the next smaller size or, if one of these Sizes is absent, it will be considered to have the same loss as the next larger or next smaller size, whichever is present.

The above requirements cover aggregates composed of a mixture of different types of rock. When the aggregate is composed of only one type of rock, the weight of the sample tested may be reduced to an amount considered appropriate by the engineer.

D. PROCEDURE

Subject each particle of aggregate under test to a scratching motion of the brass rod, using a pressure of 8.9 newtons. Particles are considered to be soft if, during the scratching process, a groove is made in them without deposition of metal from the brass rod, or if separate particles are detached from the rock mass.

E. CALCULATION AND REPORT

The report will include the following:

1. Mass and number of particles of each size of each sample tested with the brass rod.
2. Mass and number of particles of each size of each sample classified as soft in the test.
3. Percentage of test sample classified as soft by mass and by number of particles.
4. Weighted average percentage of soft particles calculated from percentages in subpart e3 above and based on the grading of the sample of aggregate received for examination or, preferably, the average grading of the material from that portion of the supply of which the sample is representative. In these calculations, sizes finer than the 9.5 millimeter sieve will not be included.

3.2 COMMODITY DESCRIPTION FOR SAND AND GRAVEL

3.2.1 All materials shall comply with current N.J.O.T. specifications. The state reserves the right to inspect all materials before and after delivery.

3.3 PROCEDURE FOR THE PICK-UP MATERIALS

The contractor is responsible for digging and loading all materials that an using agency picks up at the contractors pit location at no additional cost.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet on preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet.

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
	4.4.1.1	Ownership Disclosure Form (Attachment 1)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	Appendix 1 : 1.1 of the Standard Terms and Conditions	Business Registration from Division of Revenue

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.2 SUBMITTALS

4.4.2.1 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

(PLEASE PRINT OR TYPE)

Name:_____

Address:_____

City, State:_____

Telephone Number:_____Fax Number:_____

2. Years of this individual's experience in servicing similar accounts:_____

3. Identify the similar accounts this individual has serviced:

4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:_____

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

2. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:_____

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

3. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:_____

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:_____

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

2. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

3. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

- 4.4.4.1 Bidders may select to bid on any one or more price lines listed for either pick-up materials, delivered materials or both.
- 4.4.4.2 Bidders are to provide a price per ton for the materials to be picked up by the Using Agencies at the bidders pit location as per Section 3.3 of this RFP. Price lines 00001-00038.
- 4.4.4.3 Bidders are to complete all information requested on price lines 00001-00038 namely, list the pit location(s) for the type of material specified on the price line.
- 4.4.4.4 Bidders are to provide a price per ton for materials to be delivered to the Using Agencies. This price is to include F.O.B. delivery to all locations in each county/zone as listed on Page 18 of this RFP. Price lines 00039-01596.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, Addendum to this RFP and the contractor's bid proposal, and the State's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions, attached as [Appendix 1](#), take precedence over the Contractual Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Contractual Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **one (1) year**, by the mutual written consent of the contractor and the Director.

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

The Using Agency[ies] is[are] authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

- 5.10 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.11 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.
- 5.12 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.14 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

- 6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:
 - 6.1.1 Price
 - 6.1.2 Experience of the bidder
 - 6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.
- 6.2 The State reserves the right to award multiple contracts for the pick-up portion (price lines 00001-00038) of this RFP to ensure that all agencies are able to obtain statewide service within a reasonable distance from the location where the material is required.
- 6.3 One contract award shall be made per line item for the delivered materials (price lines 00039-01579) with reasonable promptness by written notice to that responsible bidder(s), whose bid proposals), conforming to this RFP, are most advantageous to the State, Price and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that is in the Public Interest so do to.
- 6.4 After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Table 901-1 Standard Sizes of Coarse Aggregate](#)
2. [County Zones for Determining Bid Price for Materials.](#)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)

ATTACHMENT 6 - TABLE 901-1 STANDARD SIZES OF COARSE AGGREGATE

	Nominal Size			Amounts finer than each laboratory sieve, (square openings), percentage by weight													
Size	Square																
Number	Openings (I)	100	90	75	63	50	37.5	25	19	12.5	9.5	4.75	2.36	1.18	300 μm	150 μm	
I	901037.5	100	90-100		25-60		0-15		0-5								
2	631037.5			100	90-100	35-70	0-15		0-5								
24	63 to 19.0			100	90-100		25-60		0-10	0-5							
3	50 to 25.0				100	90-100	35-70	0-15		0-5							
357	50 to 4.75				100	95-100		35-70		10-30		0-5					
4	37.5 to 19.0					100	90-100	20-55	0-15		0-5						
467	37.5104.75					100	95-100		35-70		10-30	0-5					
5	25.010 12.5						100	90-100	20-55	0-10	0-5						
56	25.0 to 9.5						100	90-100	40-75	15-35	0-15	0-5					
57	25.0104.75						100	95-100		25-60		0-10	0-5				
6	19.0109.5							100	90-100	20-55	0-15	0-5					
67	19.0104.75							100	90-100		20-55	0-10	0-5				
68	19.0102.36							100	90-100		30-65	5-25	0-10	0-5			
7	12.5 to 4.75								100	90-100	40-70	0-15	0-5				
78	12.5102.36								100	90-100	40-75	5-25	0-10	0-5			
8	9.5 to 2.36									100	85-100	10-30	0-10	0-5			
89	9.5 to 1.18									100	90-100	20-55	5-30	0-10	0-5		
9	4.75101.18										100	85-100	10-40	0-10	0-5		
10	4.75100(I)										100	85-100				10-30	

(1) In millimeters, except where otherwise indicated. (2) Screenings.

ATTACHMENT 7 - COUNTY ZONES FOR DETERMINING BID PRICES FOR MATERIALS

Below is a detail description to the Zones per county, which are indicated on the pricing lines of this Request for Proposal.

Atlantic County:

Zone 1: Between Rt. 30 to the North of Rt. 40 to the South
Zone 2: South of Rt. 40
Zone 3: North of Rt. 30

Bergen County:

Zone 1: All of Bergen County

Burlington County:

Zone 1: North/East of Rt. 537
Zone 2: Between Rt. 537 to the North and Rt. 70 to the South
Zone 3: South of Rt. 70

Cumberland County:

Zone 1: West of Rt. 47
Zone 2: East of Rt. 47

Cape May County:

Zone 1: North of Rt. 550
Zone 2: South of Rt. 550

Camden County:

Zone 1: North of Rt. 544
Zone 2: South of Rt. 544

Essex County:

Zone 1: All of Essex County

Gloucester County:

Zone 1: North of Rt. 322
Zone 2: South of Rt. 322

Hudson County:

Zone 1: All of Hudson County

Hunterdon County:

Zone 1: North of a line formed by Rt. 12 at Delaware River East
To Rt. 202, North on Rt. 202 to County Line.

Zone 2: South of a line formed by Rt. 12 at Delaware River East
To Rt. 202, North on Rt. 202 to County Line.

Mercer County:

Zone 1: West of Rt. 1

Zone 2: East of Rt. 1

Monmouth County:

Zone 1: North of line along Rt. 33 East to East on Rt. 33 Business

Zone 2: South of line along Rt. 33 East to East on Rt. 33 Business

Middlesex County:

Zone 1: East of Rt. 18

Zone 2: West of Rt. 18

Ocean County:

Zone 1: North of a line formed by Rt. 70 East to Rt. 37 East

Zone 2: South of a line formed by Rt. 70 East to Rt. 37 East

Morris County:

Zone 1: Southwest of a line formed by Rt. 15 South to Rt. 80 East
To Rt. 287 South

Zone 2: Northeast of a line formed by Rt. 15 South to Rt. 80 East
To Rt. 287 South

Passaic County:

Zone 1: Northwest of Rt. 287

Zone 2: Southeast of Rt. 287

Salem County:

Zone 1: West of Rt. 45

Zone 2: East of Rt. 45

Somerset County:

Zone 1: North of Rt. 22
Zone 2: South of Rt. 22

Sussex County:

Zone 1: West of Rt. 15
Zone 2: East of Rt. 15

Union County:

Zone 1: All of Union County

Warren County:

Zone 1: North of Rt. 46
Zone 2: South of Rt. 46

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEWJERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 - c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
 - d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.
- In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.
- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
- In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.
- Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.
- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
 - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.